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ABSTRACT

This agreement was made and entered into as of April 9, 1974 by and between Monmouth College, West Long Branch, New Jersey; and the Faculty Association of Monmouth College, a corporation of the state of New Jersey. The agreement is in effect until June 30, 1976. Articles of the agreement include sections covering: academic rank; equal employment; faculty rights; tenure; dismissal; grievance and arbitration; teaching load; salary; leaves of absence; personnel files; association rights; and management prerogative. The appendix includes the salary schedule. (PG)

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AGREEMENT

between

MONMOUTH COLLEGE

and the

FACULTY ASSOCIATION

OF MONMOUTH COLLEGE

July 1, 1973 - June 30, 1976

HE 006 322

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PREFACE

Monmouth College and the Faculty Association of Monmouth College here affirm:

that Monmouth College is a private, non-profit, non-sectarian, coeducational institution of higher education;

that Monmouth College has as its purpose the offering of a broad program of education and service related to the needs of individual students and to problems of local, state, national, and international significance; and,

that Monmouth College in a continuing effort shall strive for greater excellence and to widen liberal arts based educational opportunities, at both the undergraduate and graduate levels, to meet in the best possible way the educational needs of the students served by the College.

AGREEMENT

THIS AGREEMENT is made and entered into as of April 9, 1974, by and between MONMOUTH COLLEGE, West Long Branch, New Jersey, (hereinafter referred to as "The College") a non-profit corporation of the State of New Jersey; and THE FACULTY ASSOCIATION OF MONMOUTH COLLEGE, INC., Box 175, Deal, New Jersey, (hereinafter referred to as "the Association") a corporation of the State of New Jersey.

ARTICLE I - RECOGNITION

A. Monmouth College recognizes the Faculty Association of Monmouth College, Inc. as the exclusive collective bargaining representative of all full-time faculty members in the unit described below for the purpose of collective bargaining with respect to salaries and other conditions of employment.

B. The unit covered by this Agreement as defined in the "Certification of Representative" issued by the National Labor Relations Board on February 12, 1971, in Case No. 22-RM-334 consists of:

> "All professors, associate professors, assistant professors, professional librarians and instructors employed at the employer's West Long Branch location, excluding guards and supervisors as defined in the Act, and all other employees."

C. Among those not covered by this Agreement and not represented by the Association are part-time faculty, graduate assistants, visiting faculty, the head librarian, department chairmen, assistant deans, associate deans, deans, vice presidents and president of the College.

D. Employees in the unit covered by this Agreement may be referred to as "Faculty" or "Faculty Members" hereinafter.

ARTICLE II - ACADEMIC RANK

A. Ranks for full-time faculty members are Professor, Associate Professor, Assistant Professor and Instructor.

B. Academic ranks are awarded on the basis of evidence of the candidate's: ability as a teacher; education and competence in his field; competence in other fields; contributions to the College and the Faculty. The minimum qualifications for the various academic ranks, are as described below. Fulfillment of the minimum qualifications for a rank shall not guarantee appointment to that rank. Usually, qualifications beyond the minimum will be expected. Furthermore, five to eight years experience in ranks above instructor is usually expected before promotion to a higher rank.

1. Instructor

a. An earned Master's Degree, or its equivalent, in the appropriate discipline; or progress more than equivalent to a Master's Degree in an approved Doctoral program in the appropriate discipline.

2. Assistant Professor

a. An earned Master's Degree, or its equivalent, in the appropriate discipline plus additional graduate work and continued progress towards an advanced degree, diploma or certificate in the appropriate discipline; and

b. Demonstrated competence in teaching and scholarly or creative work; and

c. Where applicable, participation in College activities, student and faculty affairs, and College related community affairs.

3. Associate Professor

a. An earned graduate Doctorate, or its equivalent, in the appropriate discipline, where applicable; and

b. Demonstrated competence in teaching and scholarly or creative work; and

c. Where applicable, participation in College activities, student and faculty affairs, and College related community affairs; and

d. Length of professional experience which is an appropriate criterion, but shall not be used as a sole determining factor. However, five (5) years is considered an appropriate minimum.

4. Professor

a. An earned graduate Doctorate, or its equivalent, in the appropriate discipline, where applicable; and

b. Demonstrated superiority in teaching, and scholarly or creative work, and other professional activities; and

c. Participation in College activities, and student and faculty affairs, and, where applicable, College related community affairs; and

d. Length of professional experience which is an appropriate criterion, but shall not be used as a sole determining factor. However, eight (8) years is considered an appropriate minimum.

C. An Assistant Professor or an Associate Professor in a special field in which the Doctorate may not be the terminal degree (including, but not limited to, Art, Music, Library Science and Librarian) who has exceptional qualifications, significant training or other professional experiences or achievements in his field of specialization may be eligible for a higher rank.

D. A faculty member or prospective faculty member who has exceptional qualifications, achievements or experience deemed by his peers and the College equivalent in quality to the academic requirements outlined above may be eligible for appointment or promotion to a higher rank.

E. Librarians shall hold faculty rank plus the title of Librarian, e.g., Assistant Professor - Librarian. The requirements for academic rank for Librarians shall be as designated above for all academic ranks.

ARTICLE III - EQUAL EMPLOYMENT

The College and the Association agree to cooperate in the implementation of College policy as reaffirmed by the Board of Trustees on October 19, 1972 as follows:

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

BE IT RESOLVED, that the Monmouth College Board of Trustees reaffirms its policy to implement affirmatively equal opportunity to all qualified employees and applicants for employment without regard to race, creed, color, sex or national origin and positive action shall be taken to ensure the fulfillment of this policy. This obligation includes:

Hiring, placement, upgrading, transfer or demotion
Recruitment, advertising, or solicitation for employment
Treatment during employment
Rates of pay or other forms of compensation

Selection for training

Layoff or termination

This policy of the College is consistent with the requirements and objectives set forth by the Presidential Executive Order 11246.

The objective of the College is to obtain individuals qualified and/or trainable for the position by virtue of job related standards of education, training, experience and personal qualifications.

ARTICLE IV - FACULTY RIGHTS AND OBLIGATIONS

A. The College and the Association recognize that mutual benefits accrue from a continual improvement of the College as an institution of higher learning, and that each faculty member's primary professional responsibility is to Monmouth College and the College Community. To these ends, the following is set forth:

A member of the academic faculty should:

- meet classes regularly;
- to the best of his ability, teach and examine all students assigned to him;
- have knowledge of his subject matter including contemporary developments in his field of specialization;
- express himself clearly;
- be dedicated to teaching;
- arouse and stimulate intellectual curiosity in the student;
- be objective as displayed by fairness and impartiality in both academic (e.g., fairness in testing, grading, advising, and counseling) and non-academic relationships with students, faculty and others;
- have an open-minded awareness of the relationships between his field of specialization and that of others;
- continuously strive to improve his teaching ability including the adopting of new approaches as they are proven successful, for more efficient and effective teaching;

- organize thoughts and materials systematically within a flexible framework which allows for, and adjusts to, individual differences in students;
- willingly accept a reasonable number and/or level of committee assignments;
- according to his interests, serve as a judicious resource for student organizations, both academic and non-academic, and for the community-at-large.

B. Academic Freedom

The College and the Association affirm that academic freedom means freedom of teaching and research and of extramural (off-campus) activities. The faculty member is entitled to freedom in the classroom in presenting and discussing his subject, but he should be careful in his teaching not to introduce and to dwell upon matter, particularly controversial matter, which has no relation to his subject. Free inquiry includes pertinent controversy.

The faculty member is a member of a learned profession and a representative of an educational institution. He should be aware that when he speaks or writes as a citizen, his special post in the community imposes special obligations particularly since he is free from institutional censorship of, or discipline for, his role as a citizen. As a person of learning and as an educator he must recognize that the public may judge his profession and his institution by his utterances. He should exercise appropriate restraint, at all times should attempt to be accurate, should show respect for the opinions of others, and should avoid creating the impression that he speaks for the College.

ARTICLE V - COMMITTEES OF THE AGREEMENT

Monmouth College and the Faculty Association of Monmouth College, in a mutual effort to foster excellence in liberal arts/professional education recognize the principle of cooperative responsibility in certain aspects of the governance of the College. Although the Board of Trustees and the officers necessarily bear and reserve the right to manage and govern the College, advice of faculty is herewith formally recognized as a significant input to

certain administrative decisions. To implement the concept of responsible peer judgment, the following committees are set forth. However, it is expressly recognized that the Committees of the Agreement, when functioning as such, are not agents of the College.

At Monmouth College, each faculty member shall be considered each year for the next step in his career whether that be continuance in non-tenured status, grant of tenure, or promotion in rank. Each faculty member shall have the right to submit material relevant to that next step.

A. Department Qualifications Committee(s)

1. Composition and Formation

a. Each academic department, including the Library, shall elect a Department Qualifications Committee annually at a department meeting in March. The election shall be conducted by the chairman of the outgoing Department Qualifications Committee or his designee. All faculty members who are full-time employees of the College and who hold appointment to that department are eligible to vote in the election. The vote shall be by secret ballot. Any eligible voter who cannot be present at the time of the election may be provided an opportunity to cast an absentee ballot in writing if he so requests and provided that the ballot is received no later than two working days subsequent to the election.

b. Immediately following the election, the newly elected members of the Department Qualifications Committee shall elect a chairman in a manner of the Committee's choosing. The chairman shall forward by April 1, a record of the elections simultaneously to the Department Chairman, the Dean of Faculty, and the President of the Association.

c. Wherever possible, a Department Qualifications Committee shall have at least one member from the outgoing Department Qualifications Committee in order to maintain continuity.

d. The Department Qualifications Committee shall consist of three (3) or five (5) members within the discretion of the department unless there are three (3) or fewer eligible faculty members, in which event all eligible faculty shall constitute the committee. (Under the present circumstances, the Fine Arts Depart-

ment Qualifications Committee, shall be six members, two from each disciplinary area). The Department Chairman is not eligible for membership on the Department Qualifications Committee. Those eligible to serve on a Department Qualifications Committee are. Professors with at least two years of service at Monmouth College; Associate Professors with at least three years of service at Monmouth College; and Assistant Professors with at least four years of service at Monmouth College. No more than one non-tenured faculty member may serve on any Department Qualifications Committee, and his participation shall be limited to matters of continuance in non-tenured status and promotion. If a department cannot form a Department Qualifications Committee as per this Article, then the College and the Association shall determine by mutual agreement the nature of a Department Qualifications Committee for that department.

e. No member of a Department Qualifications Committee shall participate in or be present at deliberations involving himself. No alternates to a Department Qualifications Committee are to be elected; thus, the committee shall function with its numbers reduced by one, in such deliberations.

f. The Committee shall function independently of the Department Chairman. However, they may exchange information and evidence pertaining to a candidate, and are encouraged to do so.

g. Except as provided above, the Department Qualifications Committee may consult anyone it desires at any stage of its deliberations.

h. Decisions of the Department Qualifications Committee shall be by majority. The Report or recommendations of the Department Qualifications Committee shall be prepared by the majority and the numerical vote recorded thereon. A minority report may be filed by any of the members. The minority report shall be submitted with the majority report.

2. <u>Function in Regard to Recommendation for Appointment</u>.

Except as provided in Article VI, Sec. B.1, the

Department Qualifications Committee shall submit its recommendation with respect to an initial appointment to the Department Chairman and the Dean of Faculty. In developing its recommendations, the Committee should request views of at least two (but preferably more) upper class students who are majors in that department. If the prospective appointee may be teaching significant numbers of majors from other departments, views from at least two (but preferably more) students from each other department should also be requested, as should the views of faculty members from other departments.

3. Function in Regard to Continuance in Non-tenured Status, Grant of Tenure or Promotion

a. Each faculty member should be considered by his Department Qualifications Committee each year for the next step in his career whether that be continuance in non-tenured status, grant of tenure, or promotion in rank. In the consideration, the Committee should consider evidence of ability as a teacher; evidence of education and competence in his field; if applicable, evidence of progress toward possession of an appropriate terminal degree; evidence of competence in other fields; evidence of scholarly activities; and evidence of contributions to the College, the faculty, the students, and the community.

b. The Chairman of the Department Qualifications Committee shall initiate and have custody of a file on each member of the department. It is the faculty member's responsibility, if he desires, to submit for inclusion in his file dated documents relative to the evidence cited in a. above. Appropriate material in this file may include summaries of student evaluations, usually of department majors, prepared by these students and evaluations from alumni. This file shall be accessible to current members of the Department Qualifications Committee, and may be inspected by the faculty member. All Department Qualifications Committee evaluations prepared subsequent to September 1973 shall be included and maintained in this file. The Department Qualifications Committee may also add

relevant material, signed and dated, to the file. The Department Qualification Committee's recommendation should be based on the contents of this file.

c. The Department Qualifications Committee shall make recommendations on a form to be agreed upon (after April 1, 1974 but before September 1, 1974) for continuance in non-tenured status, grant of tenure, or promotion within its department. All recommendations and reports (including minority) shall be presented in writing simultaneously to the department chairman, to the College Qualifications Committee, and to the Dean of Faculty no later than October 15. Upon request by any of the above, copies of all pertinent documents shall be forwarded.

d. Every faculty member shall be informed by October 15 by the Chairman of the Department Qualifications Committee of the nature of the committee's recommendation concerning his status for the next academic year. Written reasons for the recommendation shall be furnished on written request of the faculty member provided such request is made by October 25. The Department Qualifications Committee shall furnish written reasons by November 3.

e. If a faculty member feels that his case has not received adequate consideration or that the decision is in violation of his academic freedom, he shall have the right to petition for review by the College Qualifications Committee, provided he files a written petition for review by November 10 according to procedures set forth hereafter. However, adverse recommendations in regards to promotion shall not be subject to such petition unless the faculty member has served at least five (5) years in the professorial rank from which he seeks promotion.

B. <u>College Qualifications Committee</u>:

1. <u>Composition and Formation</u>

a. The College Qualifications Committee shall consist of nine (9) tenured members of the faculty at either the Professor or Associate Professor rank. One faculty member shall be appointed by the College, and one faculty member shall be appointed by the Association. Further, two faculty members shall be appointed jointly by the College and the Association and ratified by the

faculty-at-large at the time of the election described below. The remaining members shall be elected by the faculty-at-large as herein after defined. All terms of appointment or election shall be for two years, except as hereinafter provided. There shall be at least one member from each of the following: Teacher Education, Business Administration, the Sciences (including Mathematics and Engineering), the Humanities, and the Social Sciences. There shall be no more than two representatives from any given department as constituted at the time of annual election. The committee shall choose its own chairman in a manner of its own choosing. One of the continuing members shall serve as chairman pro tem.

b. For 1973-1974, two of the elected members from the 1972-1973 committee shall be chosen by lot to serve a year term or until the time of the next election, whichever is shorter. The faculty member appointed by the College and the faculty member appointed by the Association shall serve a one year term or until the time of the next election, whichever is shorter.

c. Election for and appointment to committees formed subsequent to the formation of the 1973-1974 committee shall be held or made in May. Any limitations as a result of a. above on the election process shall be ascertained by the chairman of the extant committee, the president of the Association, and the Dean of Faculty. Such limitations shall appear on the agenda of the May faculty meeting.

d. The membership of the College Qualifications Committee shall appear in the minutes of the May faculty meeting (after 1973) and shall be reported in writing by the newly elected chairman to the Dean of Faculty and the President of the Association by May 15 (after 1973).

e. Decisions of the College Qualifications Committee shall be by majority. The report or recommendations of the College Qualifications Committee shall be prepared by the majority and the numerical vote recorded therein. A minority report may be filed by any of the members. The minority report shall be submitted with the majority report.

2. Function in Regard to Continuance in Non-tenured Status, Grant of Tenure, Promotion and Petitions for Review

a. The College Qualifications Committee shall receive and review written recommendations for continuance in non-tenured status, grant of tenure, or promotion in rank and shall send its recommendations with respect thereto to the Dean of Faculty. At the time the College Qualifications Committee sends its recommendations to the Dean of Faculty, it shall notify the faculty member, the Department Qualifications Committee, and the Department Chairman of the nature of the recommendation.

b. For consideration by the College Qualifications Committee, written recommendations with all pertinent and appropriate documentation must be received from the Department Qualifications Committees no later than October 15. In extraordinary cases, the committee shall accept data up to November 20.

c. For consideration by the College Qualifications Committee, written recommendations from the department chairman with appropriate documentation must be received no later than November 1 with copies to the Dean of Faculty. At the time of submission of his recommendations, the department chairman shall inform in writing the chairman of the Department Qualifications Committee and the faculty member of the nature of his recommendation. In extraordinary cases the committee shall accept data up to November 20.

d. The College Qualifications Committee shall consider written petitions for review of Department Qualifications Committee's recommendations provided that the written petition for review has been received by November 10. The petitioner shall be afforded the opportunity to appear and be heard, provided such request is contained in the petition. The recommendation of the College Qualifications Committee to the Dean of Faculty shall include a decision on the written petition which answers the allegations contained therein.

e. Except as provided above, the College Qualifications Committee may include or exclude anyone it desires at any stage. Persons likely to be consulted are the faculty member,the

department chairman, members of the Department Qualifications Committee, the Dean of Faculty, and the President.

f. The Dean of Faculty shall meet with the College Qualifications Committee shortly after its election to discuss which of the department secretaries (of the departments represented on the committee) might best serve the clerical needs of the committee.

g. The Dean of Faculty and the chairman of the College Qualifications Committee will endeavor to develop a working relationship which will facilitate exchange of information so that together the best interests of Monmouth College, its faculty, and its students may be served.

ARTICLE VI - Procedures in Regards to Appointment, Continuance, Grant of Tenure, or Promotion

A. It is College policy to award positions to the best candidate available. In general, appointments, continuance as a non-tenured faculty member, the grant of tenure, and any promotion are all based on excellence in teaching, demonstrated scholarship, professional progress, activity in professional societies and in research, competent handling of non-academic duties, and outstanding contributions and service to Monmouth College.

B. Appointment

1. Appointment to the Faculty of Monmouth College shall be made by the President of the College or his designee. The availability of a full-time position shall be ascertained by the Dean of Faculty, in consultation with the department chairman and members of the Department Qualifications Committee. The procedures of Article V, Sec. A.2, shall then be followed except in emergencies. In handling emergency situations, the Dean of Faculty shall consider covering the assignment with overloads to current faculty or making a temporary appointment.

2. Initial appointment to the faculty of Monmouth College shall be probationary and for a stipulated period clearly stated in each letter of appointment and acceptance. Such appointments do not necessarily imply reappointment.

3. With his Letter of Appointment and Acceptance, the appointee shall receive a copy of this Agreement. The Letter of Appointment and Acceptance shall include the following:

a. The dates for which the appointment is effective,
b. The salary,
c. The academic rank,
d. The department, or field(s) of department, in which the appointee is expected to teach or work,
e. Any special non-faculty duties (not usually expected of faculty members) that may be required, and,
f. Any specific additional teaching assignments as may be especially applicable to the appointment.

4. Temporary appointments may be made in order to fill vacancies due to leave of absence, illness, etc. Such appointments may be made for any period of up to one year. Temporary appointment constitutes notice of intent not to reappoint, without further notice.

C. <u>Continuance in Non-tenured Status and Tenure</u>

1. The Dean of Faculty shall receive and review the written recommendations of the College Qualifications Committee in regards to continuance or tenure provided that these recommendations are received no later than December 1.

2. Along with the written recommendations, the College Qualifications Committee shall submit on or before December 1, to the Dean of Faculty: (1) a list of faculty and the respective status for which each has been considered, (2) an unordered list of its recommendations for continuance in non-tenured status, and (3) an unordered list of its recommendations for tenure. The College Qualifications Committee may group its recommendations into a highly recommended group and a recommended group.

3. The President of the College or his designee shall make all continuance and tenure decisions, acting with the approval of the Board of Trustees and on its behalf. Faculty

continued and Faculty granted tenure shall normally be ones on the unordered list of recommendations, whether grouped or not. In arriving at his decisions, the President or his designee may consult with whomever he deems appropriate. The President or his designee may meet with the College Qualifications Committee to discuss the Committee's recommendations after December 1 and before December 15; however, this statement is not to be construed as limiting the President or his designee from meeting with the Committee at other times. If the President plans to continue a faculty member not in the recommended group, or if he plans to grant tenure to a faculty member not in the recommended group, he or his designee shall meet with the College Qualifications Committee within five (5) working days of December 1, and at this meeting he or his designee shall give reasons for such action. If after this meeting, the Committee still disagrees with the President's plan, the Committee shall notify the President by December 10 and shall place in writing to the President or his designee its reasons for objection on or before three (3) working days before the President must notify the faculty member. If the President still wishes to continue a faculty member or to grant tenure to a faculty member not in the recommended group, and if someone recommended has been passed over, the President shall notify the Committee and the Association. Within seven (7) days the Association may serve a notice of appeal to the Review Panel with copies to the President and the faculty member. (See 8. below). The Review Panel shall decide whether the President had no basis in fact for awarding continuance in non-tenured status or granting of tenure to a faculty member not in the recommended group. If the Panel decides that the President's reasons for continuance in non-tenured status or grant of tenure from outside the recommended group had no basis in fact, the President's action shall be set aside. The Panel may also recommend that the President consider a substitute from the recommended group. In cases where a faculty member is continued or tenured from outside the recommended group, and whose status is still uncertain, the December 15th notice received by such faculty member shall state that his status is being reviewed and is subject to change.

4. On or before December 15, written notice of the non-tenured faculty member's status shall be provided as appropriate. The status categories are: continuance in rank, continuance in rank and tenure eligible, continuance in higher rank, tenure deferred due to ratio (TDR), tenure granted, non-renewal. In all cases the status in the notice shall be effective the first day of the next fiscal year. Copies of the written notice shall be provided to the College Qualifications Committee, the Department Chairman, and the chairman of the Department Qualifications Committee.

5. Non-renewal of Tenure-eligible Faculty.

a. If a faculty member who is eligible for tenure, and who has been recommended for tenure by the College Qualifications Committee is officially notified by December 15 of non-renewal, he may, within ten (10) days after receipt of such notice, request in writing the reasons for the non-renewal. At the faculty member's request, the College may either schedule a conference at which the reasons will be discussed or provide the reasons in writing. In either case, the College shall provide the reasons for such non-renewal within ten (10) days after receipt of the request. If the faculty member wishes to proceed further, he shall provide written notice to the Association and the President of the College within ten (10) days after receipt of the reasons. If the Association concurs with the faculty member, the Association may request a meeting with the President of the College or his designee. The Association's written request shall be submitted within five (5) days of the faculty member's notice to proceed. The President of the College or his designee shall then schedule and hold a meeting with the faculty member and an Association representative within ten (10) days of the Association's request. If the matter is still in dispute, the Association may serve a written notice of intention to proceed to the Review Panel (see 8. below), provided it is served within five (5) working days of the meeting. The Panel shall decide whether the non-renewal had no basis in fact. The burden of persuasion shall be on the proponent. In the event the proponent's case is sustained, the Panel shall proceed to any of the following:

(1) Restore the aggrieved faculty member to tenure-elegible status, or

(2) Restore the aggrieved faculty member and direct the President to place the faculty member either on tenure or in tenure deferred due to ratio (TDR).

b. If a faculty member who is eligible for tenure (see Article VII) and who has been recommended for continuance in tenure eligibility by the College Qualifications Committee is officially notified by December 15 of non-renewal, he shall be entitled to the rights and procedure outlined in 5a above.

c. If a faculty member who is eligible for tenure (see Article VII) and who is not recommended for renewal by the College Qualifications Committee is notified by the College by December 15 of non-renewal, then upon his written request within ten (10) days, a conference shall be scheduled with either his department chairman or the Dean of Faculty. At this conference, in order to aid his professional growth, the individual shall receive reasons for his non-renewal; but neither the reasons set forth nor the manner in which they are set forth shall be subject to appeal.

6. Non-renewal of Tenure-ineligible faculty.

If a faculty member who is not eligible for tenure receives non-renewal notice, upon his written request within ten (10) days a conference shall be scheduled with either his department chairman or the Dean of Faculty. At this conference, in order to aid his professional growth the individual shall receive reasons for his non-renewal; but neither the reasons set forth nor the manner in which they are set forth shall be subject to appeal.

7. In the consideration of continuance of a faculty member on an initial annual appointment, the deadline dates shall all be delayed by two months, with the proviso that when the College intends not to reappoint such a faculty member, written notice shall be given to the faculty member not later than March 1.

8. The Review Panel as referred to in this Article shall be a committee consisting of four members as follows: Two faculty members mutually agreed upon by the College and the Association; one a member of the Board of Trustees designated by the

Association from a slate of four names proposed by the Board; one a member of the Board of Trustees designated by the President. A vote of three members of the Panel shall control. The Panel shall be constituted immediately after the signing of this Agreement and shall serve until October 1, whereupon a new panel shall be constituted.

The proponent has the burden to prove that the President's decision had no basis in fact.

D. Promotion

1. The Dean of Faculty shall receive and review the written recommendations of the College Qualifications Committee in regards promotion, within the regular professorial ranks provided that a preliminary set of written recommendations are received on or before December 1, and that final written recommendations are received no later than December 23. Recommendations for promotions from instructor to assistant professor shall be submitted finally by December 1.

2. Along with the final written recommendations for promotion, the College Qualifications Committee shall submit to the Dean of Faculty: (1) a list of the faculty the Committee has considered, (2) an unordered list of its recommendations, and (3) the ranks for which each has been considered. The College Qualifications Committee may group the recommendations into a highly recommended group and a recommended group.

3. The President of the College or his designee shall make all promotion decisions. All promotions shall normally be made from the unordered list of recommendations whether grouped or not. In arriving at his decisions, the President or his designee may consult with whomever he deems appropriate. The President or his designee may meet with the College Qualifications Committee to discuss the Committee's recommendations after December 1 and before February 1; however, this statement is not to be construed as limiting the President or his designee from meeting with the Committee at other times. If the President plans to make a promotion not in the recommended group, he shall meet with the College Qualifications

Committee by January 10, and at this meeting he shall give his reasons for such action. If after this meeting, the Committee still disagrees with the President's plan, the Committee shall place in writing to the President its reasons for objection on or before January 15. If the President still wishes to promote a faculty member not in the recommended group, and if someone recommended has been passed over, the President shall notify the Committee and the Association. The Association may give notice to carry its objections to the Review Panel provided in C. 8 above.

4. The Dean of Faculty shall announce to the faculty the final promotion decisions of the College at a faculty meeting held on the first Wednesday in February, except for cases in which the Review Panel has been called. As soon as possible thereafter, written notification shall be provided by the Dean of Faculty to the College Qualifications Committee, the faculty member, his department chairman, and his Department Qualifications Comm. Chairman.

5. Nothing herein is to be construed as limiting the right of a faculty member to consult the Dean of Faculty or other members of the College administration in reference to a promotion. If one was on the recommended list and was passed over, he may also so consult.

6. The Review Panel provided in C.8 above, shall decide if the President had no basis in fact for promoting from off the recommended list. If the Panel decides the President had no basis in fact for the promotion, it shall be set aside. The Panel may also direct the President to consider a substitute promotion from the recommended list.

7. Both in a department and in the College the percentage of Professors, including department chairmen, and the percentage of Associate Professors, including department chairmen should not exceed the percentages generally recognized as desirable for private colleges within the State of New Jersey or the nation. There shall be consultation between the College and the Association in regards these percentages.

NOTE: With reference to Article VI, Sec. D.1: for 1973-1974, no preliminary set of written recommendations shall be required.

ARTICLE VII - TENURE

A. It is the policy of Monmouth College to give recognition to qualified members of its full-time faculty in the professorial ranks by granting them tenure after a prescribed period of satisfactory service. No faculty member shall be appointed beyond a stated final term of service to Monmouth College as specified in the appropriate section of B. below unless a formal recommendation for the grant of tenure shall have been submitted and approved by the Board of Trustees. The formal recommendation shall be based on an explicit judgment of the faculty member's qualifications as set forth in this Article and elsewhere in this Agreement and which judgment derives from the procedures set forth elsewhere in this Agreement.

The criteria for tenure of a member of the faculty are: (1) demonstrated ability to teach effectively or to serve as professional librarian; (2) maintenance of high academic standards in his teaching or library service; (3) evidence of continuing preparation, study, or research and fulfillment of professional responsibilities; (4) contribution to the welfare of the students; (5) service to the department and to the College.

B. The Requirements and Conditions for the Granting of Tenure are as Follows:

1. Tenure shall be defined as that status wherein a member of the faculty shall be retained until he shall reach the retirement age of 65, unless he (1) resigns; (2) be terminated on account of the financial exigencies of the College, or on account of change of institutional program as is hereinafter defined; or (3) be dismissed for just cause as hereinafter defined.

2. For a faculty member granted tenure, tenure status commences at the beginning of the fiscal year immediately following the year in which the decision was made.

3. Faculty Who Have Taught Only at Monmouth College

a. A faculty member initially appointed to Monmouth College as Assistant Professor or Assistant Professor-Librarian will be eligible and shall be first considered for tenure during

the fourth (4) consecutive year of service at Monmouth College. Eligibility may continue up to December 15 of the seventh year of service as Assistant Professor or Assistant Professor-Librarian. If he is not granted tenure (or TDR) by December 15th of his seventh year of service, he may be reappointed for an eighth and terminal year.

b. A faculty member initially appointed to Monmouth College as Assistant Professor or Assistant Professor-Librarian, and who holds at the time of appointment the earned doctorate or equivalent diploma or certificate as defined in Article II, will be eligible and shall be first considered for tenure during his third (3) consecutive year of service at Monmouth College. Eligibility may continue through December 15 of the seventh year of consecutive service as Assistant Professor at Monmouth College. If he is not granted tenure (or TDR) by December 15 of his seventh year of service, he may be reappointed for an eighth and terminal year.

c. A faculty member initially appointed to Monmouth College as Instructor may hold this rank for a maximum of four full consecutive years. At the end of this period he shall be either promoted or not reappointed. A faculty member who has been promoted in rank from Instructor to Assistant Professor will be eligible and will be first considered for tenure during his first year in such rank, but in no case sooner than during his fifth year of consecutive service at Monmouth College. However, if such faculty member earns the doctorate or equivalent diploma by the end of his third year of service, he shall be first considered for tenure during his fourth year of service at Monmouth College. Eligibility may continue through December 15 of the seventh year of consecutive service at Monmouth College. If he is not granted tenure (or TDR) by December 15th of his seventh year of service, he may be reappointed for an eighth and terminal year.

4. <u>Faculty Who Have Taught at Other Colleges</u>

a. A faculty member initially appointed to Monmouth College as Assistant Professor (or higher) or Assistant Professor-

Librarian (or higher) and who has had at least six (6) years of full-time faculty service at another institution(s) of higher education, will be eligible and shall be first considered for tenure during the second (2) consecutive year of service at Monmouth College. Eligibility may continue up to December 15th of the fourth (4) year of service as Assistant Professor or Assistant Professor or Assistant Professor-Librarian. If he is not granted tenure (or TDR) by December 15th of his fourth year of service, he may be reappointed for a fifth and terminal year.

b. A faculty member on appointment to Monmouth College who has less than six (6) years but more than two (2) years of full-time faculty service at another institution(s) of higher education, and who holds the rank of Assistant Professor (or higher) or Assistant Professor-Librarian (or higher), will be eligible and shall be first considered for tenure no earlier than during the second (2) consecutive year of service at Monmouth College. Such previous years of service are counted as follows: 5 years elsewhere become 3 years at Monmouth, 4 years elsewhere become 2 years, 3 years elsewhere become 1 year. Tenure eligibility shall occur in no fewer years of service than a faculty member with teaching experience only at Monmouth College. If he is not granted tenure (or TDR) by December 15th of his third year of tenure eligibility, he may be reappointed for another and terminal year.

c. A faculty member who is initially appointed to Monmouth College as Professor, Associate Professor, or Associate Professor-Librarian, and who is recommended for a tenure appointment by the Department Qualifications Committee, the Dean of Faculty, and the President shall be granted immediate tenure by the President.

5. Promotion at Monmouth College from untenured Assistant Professor to Associate Professor shall carry tenure (or TDR).

6. The period of a formal leave of absence shall not be calculated in determining consecutive years of service. For the purposes of this Article, any leave of absence of more than one-half semester shall count as full year's leave of absence.

7. The College Qualifications Committee shall recognize that the standing of the College with any accrediting agency may be affected by the percentage of tenured faculty College-wide and in a department, and shall be guided by the principle that such standing shall not be jeopardized.

a. The percentage of tenured faculty members either in a department or at Monmouth College should not exceed the percentage and/or ratio generally recognized as desirable for private colleges within the State of New Jersey or the nation. There shall be consultation between the College and the Association in regards these percentages or ratios.

b. Tenure Deferred Due to Ratio (TDR)

Inasmuch as there is a limit on the number of tenured faculty members, a tenure-eligible faculty member, who because of his outstanding qualifications would ordinarily be granted tenure by the College, except for the ratio, may be granted tenure-deferred-due-to-ratio (TDR) status by the College. A faculty member who is placed in (TDR) status:

(1) shall receive three year appointments.

(2) may again be recommended for tenure by the College Qualifications Committee by December 1 of the third year of appointment, provided the Dean of Faculty has notified in writing said Committee (with copy to the faculty member and the Department Chairman) to undertake such review by November 1 of the third year of appointment. If no notification is provided by the Dean of Faculty, then another three year appointment shall follow.

(3) may be terminated during contract only for just cause or financial exigency, or change in institutional program.

(4) shall be provided reasons for non-renewal in writing if he requests these and be provided a subsequent hearing pursuant to Article VI, Sec. C. 5a if he requests same.

(5) shall be provided severance pay, if non-renewed in the amount of ten percent of his base salary in his last year of service multiplied by the number of years of service to Monmouth College. However, in no event shall the severance pay exceed one year's salary.

(6) If non-renewed, shall be notified by December 15 of the year of non-renewal decision that his appointment terminates at the end of the next following academic year.

(7) If in a department with a (TDR) faculty member a tenured position becomes available and the ratio permits, in the year the position becomes available that tenured position shall be considered either for a tenure eligible member of the department, if recommended by the Department Qualifications Committee, the Department Chairman, the College Qualifications Committee, and the Dean of Faculty, or for one from the (TDR) group.

C. Those members of the faculty who presently possess tenure, regardless of rank, shall retain tenure with all of the rights, privileges, and obligations thereof, except as expressly provided elsewhere in this Agreement.

D. When in the opinion of the Dean of Faculty there is reason to believe that a tenured faculty member's professional performance is unsatisfactory enough that he should be reviewed, the Dean of Faculty shall request in writing that the Department Qualifications Committee undertake such review. The Dean of Faculty shall notify the department chairman and the faculty member of this action in writing. The Department Qualifications Committee shall meet with the department chairman and the Dean of Faculty to delineate the areas of inquiry. If the Department Qualifications Committee decides not to review, it will notify the Dean of Faculty in writing of its decisions and the reasons therefor. If the Department Qualifications Committee decides to review, it shall undertake a review of the faculty member's performance. The committee shall meet with the department chairman and the Dean of Faculty to establish mutually satisfactory performance goals for the faculty member and to set a mutually satisfactory time limit for the attainment by the faculty member of these goals. The faculty member shall be consulted about the review and its scope, before the performance goals are finally set forth in writing.

If the faculty member has met the stated performance goals within the prescribed time period, the Department Qualifications

Committee shall so certify to the department chairman and the Dean of Faculty.

If the faculty member has not met the stated performance goals within the prescribed time period, the Department Qualifications Committee shall so certify to the department chairman and the Dean of Faculty. In such cases, the committee shall recommend action to the Dean of Faculty who shall then determine the appropriate action, which may include dismissal (Article VIII) or discipline. If the Dean of Faculty's recommendation is that the performance goals have not been met, and if the Dean of Faculty recommends removal of the faculty member, the College Qualifications Committee shall review the action of the Dean of Faculty. In such cases, the majority decision of the College Qualifications Committee shall be final.

The provisions of this section shall not be construed as a limitation upon the right of the College to use other dismissal procedures as provided in this Agreement.

ARTICLE VIII - DISMISSAL

This Article is intended to provide an orderly and fair procedure for the dismissal of certain faculty members on the basis of just cause.

A. Just Cause

Just cause for dismissal of tenured faculty members or a faculty member whose term of appointment has not expired shall include:

1. Serious neglect of professional duty.
2. Professional misconduct.
3. Intentional and substantial disruption of a function of the College.
4. Conviction of a felony, high misdemeanor, or a misdemeanor involving moral turpitude.
5. Physical and/or mental incapacity of such a serious nature as to prevent the faculty member from carrying out the usual responsibilities of his appointment. Such disability for a period in excess of one semester shall place the burden of proof upon the faculty member seeking to return to employment status at the College.

6. Serious moral turpitude.

7. Professional incompetence.

8. Acts which directly and seriously subvert the rights and welfare of members of the College community and which obviously and seriously discredit the College. In no event shall this section be used to deny a faculty member's academic freedom.

B. Procedure

In the event the College wishes to dismiss for just cause a tenured faculty member or a faculty member whose term of appointment has not expired, the following procedure shall be followed. In any dismissal under this Article, the College has the burden of proving just cause.

1. The Dean of Faculty shall serve a written complaint upon the faculty member with copies to the Association and the President of the College.

2. The charges in the complaint shall be specific and shall require that the faculty member choose either a private hearing or a hearing open to the College community. The faculty member shall advise the Dean of Faculty in writing of his choice within ten (10) days after the complaint is served.

3. At the hearing the faculty member may be represented by an attorney and/or another person of his choice. The Association and the College shall be permitted to have an observer each at the hearing.

4. The College shall appoint a person to present the complaint.

5. The complaint shall be heard by a panel of five tenured faculty members, elected by the faculty at large at a special faculty meeting called for that purpose. The election shall be by written secret ballot from a slate of eight nominees:

Four to be nominated by the College, and

Four to be nominated by the Association.

6. A full stenographic record of the hearing shall be taken and made available upon request to the College, the faculty member, and the Association.

7. Upon an affirmative vote of a majority of the members the Panel shall recommend to the Dean of Faculty dismissal or other appropriate sanction.

8. The Dean of Faculty may accept or reject this recommendation. The College may file a formal request for arbitration on the Panel's recommendation in accordance with the arbitration provisions of the Agreement.

9. If the Association is not satisfied with the decision of the Dean of Faculty, it may file a formal request for arbitration in accordance with the arbitration provisions of this Agreement.

C. Until the final decision has been reached upon termination of an appointment which has not expired, the faculty member shall not be suspended or assigned to other duties unless immediate harm to himself or others is threatened by his continuance. Before suspending a faculty member, the College will inform the Association, and salary will continue during the period of suspension.

ARTICLE IX - GRIEVANCE AND ARBITRATION

A. A grievance is a claim by a faculty member or the Association that there has been a breach, misinterpretation, or misapplication of a specific provision of this Agreement.

B. Purpose

The purpose of this procedure is to provide the sole and exclusive method for the prompt resolution of grievances arising under this Agreement, except as otherwise specified in this Agreement. Nothing contained herein shall be construed as limiting the right or propriety of a faculty member to discuss matters informally with any appropriate member of the College community.

C. Procedural Regulations

1. A grievance shall be processed as rapidly as possible within the time limits specified. The time limits may be extended by mutual agreement between the College and the Association. In the computation of time limits, College holidays and weekends shall not be counted. Should a grievance be filed after April 1 of any academic year, the time limits shall be reduced where practical in an attempt to provide for full processing of said grievance prior to June 1.

2. The grievant may withdraw his or its grievance at any level, provided the grievant gives written notice to the College and the Association. If so withdrawn, the specific grievance shall not be presented again by the grievant. However, if the grievance involves a group of faculty members the Association may choose to proceed without the individual grievant provided that other faculty members involved sign the grievance.

3. The Association shall have an Association Grievance Committee whose membership shall be made known to the College by September 15th of each year.

D. Grievance Steps

Step 1: The aggrieved faculty member(s) (hereinafter referred to as the "grievant") shall first informally discuss his grievance with his department chairman or the appropriate administrator. He may, at this time, be accompanied by an Association Representative if he chooses.

Step 2: If the grievant is not satisfied with the disposition of his grievance at Step 1, he may prepare his grievance in writing and present it formally to the grievant's department chairman or the appropriate administrator, with copies to the Association and the Dean of Faculty. The written formal grievance and the copies must be presented within twenty-one (21) days from the occurrence of the act or omission which is the subject of the grievance. The grievance shall be signed by the grievant and shall set forth a brief statement of the facts upon which the grievance is based and the provision or provisions of this Agreement alleged to be involved.

The department chairman or appropriate administrator shall meet with the grievant and/or an Association representative within ten (10) days after receipt of the written grievance provided that the grievant or the Association has made a timely request in writing for a meeting. The department chairman or appropriate administrator shall serve a written reply to the grievance either within ten (10) days after receiving the written grievance or, if a meeting is held, within ten (10) days after such meeting. Copies of the reply shall

be provided to the grievant, the Association, and the Dean of Faculty.

Step 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, he may serve a written appeal upon the Dean of Faculty within ten (10) days of reply of Step 2. Concurrently, copies of the appeal shall be provided to the department chairman or appropriate administrator, and to the Association. Upon receipt of the written appeal, the Dean of Faculty or his designee shall schedule a conference with the grievant, and, if the grievant requests, a representative of the Association Grievance Committee. The conference shall be scheduled no later than ten (10) days after the grievance is presented to the Dean of Faculty. The Dean of Faculty or his designee may sustain, modify, or reverse the decision made at Step 2 or prior. In reaching his decision, the Dean of Faculty or his designee may utilize any legitimate means to resolve the matter, including, but not limited to: holding meetings with members of the Association Grievance Committee; and holding meetings at which the grievant, members of the Association Grievance Committee, and representatives of the College and/or other witnesses may be present. The Dean of Faculty or his designee shall give the grievant and the Association a written answer to the grievance within ten (10) days after the conclusion of such conference.

Step 4: If the grievant is not satisfied with the disposition of the grievance at Step 3, and if the matter is one which may be submitted to arbitration according to the terms of this Agreement, the grievant may request the Grievance Committee of the Association to take the matter to arbitration in accordance with the following procedures.

The Association shall notify the College and the New Jersey State Mediation Board in writing of its intent to proceed to arbitration within ten (10) working days after the date of the answer of the Dean of Faculty or his designee. In such notice the Association shall specify the issue it proposes to submit to arbitration and shall note that only arbitrators who have experience in the academic community shall be proposed. (see F. below). The arbitrator shall be selected in accordance with the rules of the New

Jersey State Mediation Board. The right to request arbitration shall reside in the Association.

E. Arbitration

1. The arbitrator shall not have jurisdiction to amend, add to, or subtract from the terms and provisions of this Agreement in any way.

2. Only the following matters shall be subjects for arbitration:

a. An alleged breach by the College of its salary agreement with a faculty member.

b. An alleged breach by the College of its obligation under this Agreement to provide the benefits set forth in Article XII of this Agreement.

c. An alleged substantial and material breach of this contract by the College which results in the non-continuance of a faculty member. (This provision shall not be used to review any action of the Review Panel and it shall not be used as a substitute for other procedures contained in this Agreement).

d. Matters submitted for arbitration in accordance with the provisions of Article VIII (Dismissal).

e. The question whether financial exigency has been demonstrated in matters involving the non-renewal of tenured faculty members.

3. The cost of the arbitrator shall be borne equally by the parties. The arbitrator's decision shall be final and binding on the grievant, the College and the Association.

F. The Arbitrator

Any arbitrator assigned to handle a case at Monmouth College shall have the following qualifications, any of which may be waived by mutual agreement of the College and the Association.

1. He shall have had some experience in and be thoroughly knowledgable of the academic community.

2. He shall hold the earned doctorate or its equivalent if he is in a field in which the earned doctorate is not considered the terminal degree, or hold the L.L.B. (J.D.)

If the Mediation Board cannot supply an arbitrator, qualified as per the above, then the College and the Association may engage a mutually agreeable third party, preferably with the assistance of the Mediation Board, as expeditiously as possible.

ARTICLE X - FACULTY REDUCTIONS

It is acknowledged that final fiscal responsibility for Monmouth College is in the hands of the Board of Trustees.

This Article is intended to provide an orderly and fair procedure for the release of tenured faculty members on the basis of financial exigency.

Tenured faculty members shall not be reduced before non-tenured faculty members, except where a tenured faculty member clearly does not have the requisite qualifications, and ability to teach the courses to be offered henceforth.

Tenured faculty members shall not be reduced without strict consideration of the following criteria, in this order of priority: ability to teach the courses to be offered henceforth, faculty rank, the holding of the appropriate terminal degree, years of service to Monmouth College.

Faculty reductions shall be made from among faculty members teaching the same or similar courses in the department or program where the reduction is to occur. Reductions shall be consistent with the educational mission of the department or program involved, and shall clearly conform to the needs of the students, the department, and the College.

A. Procedure

1. The Dean of Faculty shall consult with the president of the Association or his designee, the department chairman, and the chairman of the Department Qualifications Committee with respect to possible faculty reductions. If after these consultations, the Dean of Faculty determines that there is to be a faculty reduction, he shall so notify the Association, the department chairman, and the chairman of the Department Qualifications Committee by October 15th in writing.

2. Following this notification and after consultation with appropriate personnel, the Dean of Faculty shall notify in

writing by November 15th the faculty member selected for reduction. This notification shall include a written report setting forth a full explanation of the action. The release shall be effective on the next following June 30th.

3. If a tenured faculty member who is reduced because of financial exigency disputes the bona fides of such financial exigency, he may file a written notice of appeal with the Dean of Faculty and the Association by December 1st. The matter shall then proceed to the Review Panel as provided for in Article VI. The Panel shall decide whether the financial exigency was demonstrably bona fide. If the Association and the tenured faculty member wish to appeal the Panel's decision, written notice of intent to proceed to arbitration shall be served within the time and in accordance with the procedures set forth in Article IX, Sec. D, Step 4.

4. A tenured faculty member who is reduced because of financial exigency and who is not employed or offered employment elsewhere in the College shall place in writing with the Dean of Faculty by December 1st his request to be treated either according to a. or according to b. below.

a. Should the department, program or course of study from which the tenured faculty member has been released subsequently require a full-time appointment within a period of two (2) years from the June 30th date of release, such released faculty member shall be offered reappointment. The Dean of Faculty shall mail a letter of intent to reinstate (with the usual information accompanying an appointment letter) to the faculty member at his address on the College records. The former faculty member shall advise in writing of his acceptance of the position within ten (10) days of the date of the appointment letter. If the faculty member accepts the position, he shall be reinstated to his former status, with all rights and privileges accorded faculty.

b. For a tenured faculty member released after September 1, 1974, he shall be provided severance pay in an amount of 100% of his base salary in his last year of service to the College.

B. The procedures of this Article set forth above shall not be applicable for decisions made in the first year of this Agreement.

ARTICLE XI - TEACHING LOAD, SCHEDULING AND OTHER WORKING CONDITIONS

The College and the Association recognize that Monmouth College's claim to being a teaching institution is based on the ability of its faculty to set standards and requirements deemed appropriate for individual disciplines and to respond to the individual educational needs of its students. This principle should govern both the Faculty in its relation to students and the College in the determination of teaching loads and other working conditions.

A. The College will attempt to avoid excessive class sizes. Present practices as to class size shall be maintained. No changes in class size shall be made without the express approval of the Dean of Faculty.

B. A scheduling committee may be selected by and from the full-time members of a department which shall recommend the assignment of courses and their times to the department chairman. Each faculty member shall be consulted by the committee to ascertain his preferences. The schedules of the department shall be coordinated with those of other departments to facilitate the scheduling of student programs. After a faculty member has received his schedule, changes will be made only if required. The faculty member shall receive notice of these changes, and if he is available, should be consulted about the changes.

C. The teaching assignment of a faculty member shall not require more than three (three-credit) course preparations or the equivalent in any semester except: 1) where otherwise mutually agreed upon by the faculty member and the College; 2) when the faculty member accepts and receives an overload assignment; 3) where prevailing practice is otherwise. All course preparations for different sections of the same course during a semester shall be deemed a single course preparation.

D. Teaching assignments with classes on fewer than four days per week may be made in extraordinary circumstances and shall be with the concurrence of the Dean of Faculty. It is the responsibility of the faculty member to make himself available on campus for consultation with students and parents at reasonable times. Faculty members shall post and maintain a schedule for a minimum of four (4) regular office hours per week for consultation with

students. Additional consultations by appointment with students and others beyond the scheduled hours may be mutually arranged. Such hours shall be in addition to other responsibilities and shall be scheduled for the convenience of the students. Any change in the Frame schedule shall be with the concurrence of the Association.

E. All faculty members assigned full teaching loads or the equivalent shall receive and carry full academic rank and benefits.

F. Faculty members whose teaching assignment includes evening classes shall not be scheduled for first period classes on the morning following such evening classes without the written consent of the faculty members so assigned. Faculty members with classes in the last evening period, i.e., until 10:05 P.M., shall not be scheduled for classes before 10:00 A.M. on the morning following such evening classes without the written consent of the faculty members so assigned.

G. No faculty member will be required to accept any teaching assignments or re-assignment that he does not feel academically qualified to teach if he so states in writing to his department chairman and gives specific reasons.

H. Where practical and appropriate, faculty members will be given first consideration for teaching overload and summer session courses, provided that the courses are within the range of competence of the faculty member. There shall be no arbitrary, capricious, or discriminatory assignment of overload or summer school courses.

I. Summer Session:

Normally, the maximum in load assignment for the summer session shall not exceed six (6) credit hours or load hours. Normally, summer teaching assignments for faculty members will be made by the department chairman as per H. above with the approval of the Director of the Summer School on or before April 15.

J. Teaching Load

1. The normal, two-semester academic year, teaching load shall be twenty-four (24) credit hours or load hours as defined

below. The normal teaching load for one academic semester is twelve (12) credit hours or load hours. Load balancing in an academic year shall not require the faculty member to carry more than fifteen (15) credit hours or load hours in any one semester.

2. All voluntary and assigned teaching loads beyond twenty-four (24) credit hours or load hours in an academic year are overloads.

3. In courses for which the credits and the scheduled contact hours differ, such as laboratories, studios, etc., the load hour for such a course is the average of the credits and the scheduled contact hours. Scheduled contact hours are defined as the scheduled time spent by the faculty member in the classroom or the laboratory or the studio or combinations of these.

a. Present practices with respect to the determination of load hours shall be maintained unless otherwise determined amongst the faculty member, the department chairman, and the Dean of Faculty.

b. The Dean of Faculty shall maintain an up-to-date record of the mode by which the load hour for any course is calculated.

4. Present practices with regard to load balancing, independent study, coaching (see side letter), student teaching, etc. shall be continued. An up-to-date record of the mode by which such practices are compensated shall be maintained by the Dean of Faculty.

a. Any faculty member who is assigned the regular advising and advises over one hundred students per semester may request reduction in teaching load or overload compensation from his department chairman. Upon recommendation of the department chairman, the Dean of Faculty shall determine the feasibility and shall grant the request whenever possible. The Dean of Faculty has the right to determine who shall advise such large numbers of students.

b. Faculty members are encouraged to develop new courses to meet bona fide needs of the student body and in response to changing emphasis in disciplines. When a new course

is offered for the first time, and particularly at the graduate level, some consideration in the faculty member's load may be made. The faculty member may request such consideration, which must be recommended by the department chairman to the Dean of Faculty, who shall make the final determination and decision.

K. The library staff shall maintain library service in accordance with the principle: service to the students, faculty and other members of the College community. Present practices with regard to schedules for librarians shall be maintained. Librarian appointments at Monmouth College are twelve (12) month appointments with twenty (20) days of vacation. A librarian may by December 15th request an academic year appointment for the next fiscal year for which he shall work the forty-two (42) weeks between September 1 and Commencement without any vacation days and for which he shall receive 7/8ths of the twelve month appointment salary. The College shall notify the librarian by March 1 of its decision.

L. ID Card:

Faculty members shall be provided with official identification cards by the College at no cost to the individual faculty member.

M. Course Practices:

The faculty shall adhere to College Regulations, both academic and non-academic, as set forth in, but not limited to, such publications as the College Catalog and the Student Handbook, providing these regulations do not conflict with the provisions of this Agreement. A copy of the Student Handbook shall be provided to the faculty member each year.

Final course grades shall be reported to the Registrar on or before the deadlines (at least 48 hours after the final examination has been completed) set by the College. Final examinations where required shall be held during the times scheduled by the College. Classtime in undergraduate courses shall not be devoted to a final examination.

The faculty members, particularly in courses which are prerequisite for other courses and which have more than one

section, shall endeavor to cover an agreed-upon body of material and to adhere to agreed-upon standards for the assignment of readings, written exercises, and activities.

N. Attendance at College Functions:

1. Faculty attendance is required at all regularly scheduled faculty meetings, convocations, and commencements unless otherwise excused by the College.

2. Faculty attending those functions at Monmouth College for which academic attire is required shall have said attire furnished by the College at no charge.

O. Registration:

The principle function of the faculty during registration periods shall be the counseling of students. The College shall attempt to provide adequate clerical help during registration periods.

P. Travel:

When transportation is required of a faculty member as part of his duties and is authorized, the College will reimburse the faculty member in full for said transportation and for all meals consumed during the period in which he is traveling. If the faculty member used his own car during these travels, the College will reimburse the faculty member at the rate of twelve (12) cents per mile, plus parking and tolls. The faculty member shall use the most economical means of transportation. Travel by air shall be at coach, tourist, or economy class. Request for reimbursement shall be on the College prescribed travel voucher form.

Q. No arbitrary, capricious, or discriminatory restriction or reprisal shall be imposed on any faculty member for participation (or for non-participation) in a non-College activity, whether as a service to the general public or for private remuneration. Any alleged violation of this provision may be subject to the grievance provisions herein provided.

R. Research, Consulting, and Other Off Campus Services

The College encourages faculty members to engage in research, consulting, and such other activities as promote the

professional growth of the individual and strengthen the reputation of the College.

1. Research:

All research involving contracts with or grants from outside agencies must be approved by the President or his designee. All research programs involving use of College facilities shall be recorded with the department chairman and the Dean of Faculty who shall be advised in writing periodically of the progress of such programs. College equipment and/or space may be utilized only with the written permission of the College Business Office recorded with the Dean of Faculty.

2. Consulting:

A faculty member may engage in professional consulting practice provided that such consulting shall not interfere with his responsibilities to the College. All regular consulting activities shall be recorded with the department chairman and the Dean of Faculty.

College space and equipment may be used, borrowed, or rented only with the written authorization of the College Business Office recorded with the Dean of Faculty. The name of the College may not be used, other than to identify the consultant as a member of the College and his position. Remuneration for consulting services shall be arranged between client and consultant and shall not involve the College in any way.

3. Other Off-Campus Services:

Each faculty member, who renders off-campus services for compensation on a regular basis, shall advise in writing at least twice each year his department chairman and the Dean of Faculty of all his specific time commitments.

Full-time faculty members shall not teach more than one course or four (4) credits per semester at another institution without approval of the Dean of Faculty.

S. Public Relations:

1. The Public Information section of the Office of Community Relations is the official representative of the College to the public and the news media. A faculty member who plans to make public appearances should consult with the Director of Public

Information prior to the appearance so that appropriate news coverage may be arranged. Unless authorized, a faculty member shall not issue news releases in the name of the College and shall not speak as if he represents the College.

2. In order to prepare proper publicity releases and in order to obtain adequate publicity, each faculty member should bring to the attention of the Director of Public Information such newsworthy items as: publications, research projects, significant curriculum changes, professional meetings, professional meetings held at the College, election to professional societies, awards received for professional activities, degrees, and fellowships.

T. The College and the Association agree to meet to discuss any faculty parking problems which arise during the term of this Agreement. The College will provide a parking decal to each faculty member at no cost to that faculty member. The faculty member shall park only where that parking decal authorizes, except as provided elsewhere in this Agreement.

U. Breach of the provisions of this Article, particularly the failure to return final grades by the time designated by the College without the express permission of the Registrar, constitutes serious neglect of professional duty and subjects the faculty member to the following disciplinary action:

First Offense - Written warning.

Second Offense in any three consecutive years - Review of tenure status or tenure eligibility.

Third Offense in any three consecutive years. Appropriate discipline including termination of employment.

V. Retirement:

1. Every member of the faculty, upon attaining the age of 65, shall retire on the next July 1st.

2. In special cases, the College may grant extensions of appointment, which do not carry tenure, for definite periods not to exceed one year each. No such extension shall postpone retirement beyond the end of the academic year in which age 70 is attained.

Contracts for faculty members who are over 65 shall not include College retirement contributions to TIAA-CREF. Such faculty members shall retain their professional rank.

3. Extensions of appointment are limited by the following conditions:

a. He is in good health and is capable of performing all normal duties.

b. There is need for his continuing services as ascertained and recommended by both his department chairman and the Department Qualifications Committee.

c. He must make written application each year to his department chairman with a copy to the Dean of Faculty at least six months before the end of the contract period.

d. The decision of the Dean of Faculty shall be final.

4. Retired full-time faculty members rehired as part-time faculty shall continue to hold their former academic rank and those privileges specifically conferred by virtue of that rank.

ARTICLE XII - SALARY AND OTHER BENEFITS

A. Salaries

1. Base salaries for faculty shall be as set forth on the Schedule annexed hereto (Appendix A).

2. Contracts for librarians shall be for a twelve (12) month period, including twenty (20) working days of vacation plus other College holidays. Vacation time shall normally be taken during the months of July and August, except as per Article XI, Sec. K.

B. The College agrees to make available to eligible faculty members the following benefits:

1. Blue Cross - Blue Shield and Rider J

a. The College agrees to pay the premium for Blue Cross-Blue Shield and Rider J, individual coverage only, for each eligible full-time faculty member teaching at the College. The cost of dependent coverage over and above the cost for individual coverage shall be borne by the faculty member.

b. Upon submission to the College of written authorization, the College will deduct from an eligible faculty member's pay sufficient monies for dependent coverage at group rates, and will transmit said monies to the insurance carrier.

c. New full-time faculty members shall be eligible for such coverage as of the first day of the month coinciding with or next following the completion of thirty (30) days of service as a full-time faculty member.

2. Major Medical

a. The College agrees to pay 2/3 of the premium for Major Medical coverage for individual eligible faculty members teaching at the College, who elect such coverage and who authorize deduction of the remaining portion of such premium from their pay.

b. Upon submission to the College of written authorization, the College will deduct from an eligible faculty member's pay 1/4 of the cost for dependent coverage for said Major Medical benefits and will transmit said monies to the insurance carrier.

c. The foregoing benefits are summarized in the leaflet annexed hereto as Exhibit A, but subject to the terms and conditions of Group Insurance Policy No. C-701 issued by Teacher Insurance and Annuity Association (TIAA).

d. New full-time faculty members are eligible for coverage as of the first day of the month coinciding with or next following the completion of three months of service as a full-time faculty member. Application for the aforesaid coverage shall be in writing on the form provided.

3. Total Disability Insurance

a. The College will pay the full premium for total disability coverage for eligible full-time faculty members while teaching at the College. Such benefits are summarized in the leaflet annexed hereto as Exhibit B, but subject to the terms and conditions of the Group Insurance Policy No. D-701 issued by Teachers Insurance and Annuity Association (TIAA).

b. Eligible faculty members shall submit to the College written application for such benefits on the form provided.

c. New full-time faculty members are eligible for the foregoing coverage as of the first day of the month coinciding with or next following the completion of one year of service as a full-time faculty member.

4. Group Life Insurance

a. The College will pay 1/2 of the premium for group life insurance for each eligible full-time faculty member teaching at the College, in an amount equal to one and one half times the faculty member's annual salary, reduced to the next lower multiple of $1,000 in the event the faculty member's salary is not an even multiple of $1,000. The foregoing coverage is summarized in the leaflet annexed hereto as Exhibit C, but subject to the terms and conditions of the Group Life Insurance Policy No. E-701 issued by the Teachers Insurance and Annuity Association (TIAA).

b. New full-time faculty members are eligible for coverage as of the first day of the month coinciding with or next following the commencement of employment. Application for such coverage shall be in writing on the form provided.

5. Accidental Death and Dismemberment Insurance While on Official College Business Away from the Premises of the College

a. The College agrees to pay the full premium for a policy of insurance insuring eligible full-time faculty members for up to $50,000 for accidental death or dismemberment while the faculty member is on authorized College business away from the premises of the College, in accordance with the subject to the provisions contained in the policy of insurance providing said benefits.

6. TIAA Retirement Plan

a. Each full-time faculty member who has attained the age of thirty years and who has completed at least two consecutive semesters of employment at the College shall be required to participate in the College retirement plan available through the Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA-CREF). Participation shall commence on

the first of the month following completion of two consecutive semesters employment at the College. Faculty members who have satisfied requirements as to length of service, but have not reached age 30 may voluntarily participate if they so desire. In either case, appropriate application forms must be completed by the faculty member in order to participate.

b. The College retirement plan is subject to the provisions of the College retirement resolution as it may be amended from time to time and the TIAA-CREF plan or policy.

c. Each full-time faculty member who has met the eligibility requirements shall contribute five (5) per cent of his total salary to the aforesaid fund, and the College shall contribute an additional five (5) per cent of the faculty member's salary.

d. A new full-time faculty member who brings to the College a current TIAA-CREF Annuity Policy from another educational institution may begin participation as of the day his teaching assignment commences.

e. Faculty members eligible for participation in the Retirement Plan (TIAA-CREF) are also eligible for the Salary or Annuity Option as defined by Section 403 (B) of the Internal Revenue Code as it may be amended from time to time.

7. Terms of General Applicability

a. Eligible faculty members agree to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carrier or carriers affording the aforesaid benefits.

b. It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums or portions thereof as heretofore set forth, and that any and all claims for benefits, eligibility requirements and other conditions shall be as set forth in the policy or policies of insurance affording the aforesaid benefits, and the terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.

c. The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or

to consolidate any or all of the above plans. Faculty members shall not suffer any loss in benefits or increase in premiums as a result of a voluntary change, unless mutually agreed upon by the College and the Association.

C. The College agrees to accord to full-time members of the teaching faculty and their dependent children and/or spouse free tuition in any course of study at the College provided space is available and they meet the normal College requirements for admission to a degree course of study. The regular application, registration, and activities and services fees shall be paid by the Student.

D. Overload Compensation:

Overload shall be paid for all voluntary and assigned teaching loads beyond those designated for each individual semester, other than overload resulting from agreed-upon load balancing, except as otherwise presently practiced. Each overload credit hour or load hour unit shall be compensated on the basis of 1/42nd of the faculty member's base salary for the then current academic year. This rate of compensation shall apply to courses taught at any time other than in the summer school.

E. Summer School Compensation:

1. Each summer school credit hour or load hour unit shall be compensated on the basis of 1/42nd of the faculty member's base salary for the academic year beginning in September of that year.

2. These summer school compensation rates shall supersede all previous compensation rates for summer school teaching.

F. Compensation for Small Classes:

1. This section shall apply only to summer session and the intersession, if any.

2. When the Dean of Faculty or his designee has determined that a class has insufficient enrollment for the course to be offered, and if at that time the course has at least four tuition-paying students enrolled, the Dean of Faculty or his designee may offer the faculty member an alternate contract for teaching this

course. The alternate contract shall stipulate that the faculty member will receive eighty (80) per cent of the tuition revenue actually received by the College as his compensation for said small course. When the alternate contract is offered, the faculty member shall have five (5) days from the postmark date of the contract to accept or reject the contract, provided that in no case shall the faculty member's acceptance or rejection be later than the registration day for the session for which the course is scheduled.

If on final registration for the course, enough students enroll such that the faculty member's salary as determined in the usual fashion (see E. above), is fully met by the tuition income, then the faculty member shall be compensated as in E. above.

ARTICLE XIII - FACULTY IMPROVEMENT FUND

A. The College has established special funds to be used for faculty improvement as follows:

1. Grants-in-aid-of-Creativity
2. Faculty Improvement Fund Loans
3. Mini-Sabbatical Grant Program
4. Travel Allowances

It is agreed that there shall be no request to increase or replenish any of said funds during the term of this Agreement.

B. Grants-in-Aid-of-Creativity

1. Grants-in-Aid-of-Creativity may be awarded to eligible faculty members in varying amounts ranging from $100 to $1,000 per academic year. The funds are to be expended directly in support of a special creative activity. The purposes for which said sum may be expended include but are not limited to the purchase of apparatus and supplies, payment for sub-professional assistants, assistance in preparing manuscripts for publication, and other such purposes. Any equipment purchased with said funds shall become the property of Monmouth College.

2. Applications for Grant-in-Aid should be made in writing by eligible faculty members to the Faculty Grant-in-Aid-of-Creativity Committee as least two weeks before the meeting in which it is proposed that the application be considered. The composition,

election, function, and authority of the Committee shall be as is the present practice. Announcement of awards will be made as soon as possible after decision of the Committee and will be approved by the Dean of Faculty.

3. At the end of the academic year in which the Grant-in-Aid has been received, each grantee shall submit to the Chairman of the Grant-in-Aid Committee, with a copy to the Dean of Faculty, a written report describing the activities performed under the Grant and the purpose for which the sums were expended and the results achieved.

4. Sums expended for this purpose shall not exceed $20,000 per academic year.

C. Faculty Improvement Fund Loans

1. Eligible faculty members may apply for loans from the Faculty Improvement Fund for the purpose of preparing for a higher degree. Applications for such loans are to be made in writing to the Dean of Faculty and are subject to the following conditions:

a. The applicant must be in residence and must have completed at least two consecutive academic years as a full-time Faculty member at Monmouth College;

b. The applicant must have been admitted to doctoral candidacy with all course work completed;

c. The loan is not to exceed $2,000 and preferably shall be $1,000;

d. No interest shall be charged while the applicant is in residence and on the Monmouth College Faculty (either on leave or active);

e. No interest shall be paid after the applicant receives a degree so long as he continues as a member of the Monmouth College Faculty;

f. $250 of the loan shall be forgiven for each full year the loan recipient completes on the College Faculty after receiving his degree.

g. If the loan recipient leaves the College Faculty before the full amount of the loan has been forgiven pursuant to the provisions of paragraph f. above, he shall be required to re-pay the

balance of such loan, with interest of five (5) per cent per annum commencing as of the date he leaves the College Faculty.

h. If the loan recipient does not receive the degree for which the money was loaned within the period of time set forth when the loan was made, the loan recipient shall owe the full amount of said loan to the College, with interest of five (5) per cent per annum from the date the aforesaid period expires. By mutual agreement between the College and Faculty member, the amount to be re-paid may be changed.

2. No more than $5,000 may be loaned in any academic year for this purpose.

3. The loan recipient shall sign a promissory note or other indica of the loan as may be required by the College prior to his receiving said loan.

4. Where an applicant's request for a loan is denied, the Dean of Faculty shall give the Faculty member a reason for the denial.

D. Mini-Sabbatical Grants

1. All members of the Faculty holding professorial rank may apply for a mini-sabbatical grant after having completed five (5) consecutive years on the College Faculty.

2. Mini-sabbatical grants shall be awarded only for the following purposes: study and research, including related travel and creative work in literature or the arts, where such grant will result in the scholarly enrichment and increased professional competence of the faculty member, his increased value to the College, and enhancement of the College's reputation in the academic community.

3. Each applicant for a mini-sabbatical grant shall agree at the time that he applies for such grant to serve on the College Faculty as a full-time faculty member for at least two (2) full academic years after expiration of the term of his grant. If the recipient shall fail to fulfill this requirement, he shall repay to the College the sum which he received from the College, unless otherwise mutually agreed.

4. Each application for mini-sabbatical grant shall be made in writing to the appropriate Department Qualifications

Committee, with a copy to the Chairman of the Department, by November 1. If approved, the Department Qualifications Committee shall make its written recommendations to the Faculty Grant-in-Aid-Creativity Committee by November 15. The latter Committee shall recommend mini-sabbatical grants to the Dean of Faculty in writing, in order of priority on or before December 15 with copies to the appropriate department chairman. The Dean of Faculty shall notify each recommended applicant in writing of his decision concerning the application. The decision of the Dean of Faculty shall be final. Copies of such notice(s) shall be given to the aforesaid Committee. If approved, the mini-sabbatical grant shall become effective during the next succeeding fiscal year.

5. The number of summer mini-sabbatical grants in any fiscal year shall be limited to one (1) in each of the professorial ranks. The award of a mini-sabbatical grant shall not be automatic, but the respective committees and the Dean of Faculty shall consider the advantage to the applicant as a scholar and teacher and the advantage to the College.

6. Salary payments for a mini-sabbatical grant shall be the equivalent pay for six (6) credit hours in the summer school.

7. Employment during a mini-sabbatical grant is prohibited.

8. By October 15 of the academic year in which the mini-sabbatical grant has been received, each grantee shall submit to the Chairman of the Grant-in-Aid Committee, with a copy to the Dean of Faculty, a written report describing the activities performed under the grant and the purpose for which the sums were expended and the results achieved.

9. The maximum which may be expended each year for mini-sabbatical grants is $9,000 including salary and other costs.

E. Travel Allowances

The College shall budget a sum for each academic department to be used to reimburse faculty members for authorized reasonable expenditures incurred by the faculty member in the attendance at professional meetings or conferences, the serving in an

official capacity at such meetings or conferences, or the presentation of a paper. Application for such travel expenses shall be made in writing to the department chairman and must be approved by the department chairman and authorized by the Dean of Faculty.

ARTICLE XIV - LEAVES

A. Leaves of Absence Without Pay

1. Leaves of absence without pay for a period of up to one year may be granted when leave is needed for advanced study, physical disability, professional experience, or travel combined with directed and planned study. The faculty member shall submit a written request for such leave with appropriate reasons and documentation to his department chairman with a copy to the Dean of Faculty. Such request should normally be submitted at the beginning of the semester prior to semester(s) for which the leave is desired. The department chairman will submit his recommendation pursuant to the request to the Dean of Faculty, who will pass on each case individually, and who shall record in writing the decision of the College. Leave of absence will not be granted unless an arrangement, satisfactory to the Dean of Faculty, can be made to carry on the work of the faculty member concerned.

2. A faculty member whose employment has been interrupted by military service in order to fulfill a military obligation and who has returned to the College immediately after separation from the military service, shall be deemed to have continuous employment with the College. While such faculty member's time in military service shall be applied as part of his seniority, such time is not counted in the calculation of probationary years prior to attaining tenure.

3. Leave of absence without pay for a maximum of two years may be granted for service in a political office, subject to all the conditions of 1. above.

4. While on leave of absence the faculty member retains all rights and privileges of his rank and position, exluding monetary benefits, with the provision that the faculty member is solely responsible for his exercise of said rights and privileges. Leave of absence without pay implies continuation of appointment for the

next contract period following the leave of absence, except under extraordinary circumstances. (Articles VII, VIII, and X)

5. A formal leave of absence for any period of one academic year or part thereof shall not be considered as a year of service at Monmouth College.

B. Coverage for Ill or Disabled Faculty

The compensation of a sick or disabled faculty member who has served at least one full academic year at Monmouth College is maintained by the College up through a six month period at which time the sick or disabled faculty member becomes covered by the TIAA, Total Disability Insurance Policy. Coverage of the sick or disabled faculty member's classes and other obligations is done voluntarily by departmental colleagues, or the missed work is made up by the faculty member on his return, or an appropriate substitute may be arranged for. This provision represents the only sick time coverage provided for sick or disabled faculty members.

ARTICLE XV - DUES DEDUCTION

During the life of this Agreement the College agrees to deduct annual membership dues in an amount established and certified in writing by the Association, in accordance with and to the extent permitted by applicable State or Federal laws, from the wages due any employee in the bargaining unit who individually and voluntarily gives the College written authorization to do so on or before October 15. The dues will be deducted in ten (10) equal amounts beginning with a deduction from the first salary payment in November and continuing with deductions from each salary payment made thereafter until the full authorized amount is deducted. The College shall forward the money deducted to the Treasurer of the Association at the address furnished in writing to the College by the Association on or before the 15th of the month following the month in which the dues are deducted.

The written authorization shall continue for the duration of this Agreement unless the employee gives written notice of termination to the College and to the Association at least fifteen (15) days prior to any pay day. The Association agrees to indemnify and

save the College harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the Association dues from an employee's pay. The association assumes full responsibility for the monies so deducted once they have been forwarded to the Treasurer of the Association as set forth above.

The College shall have no responsibility for the collection of initiation fees, special assessments, or any deductions, other than specified above.

For 1973-1974, the written authorization shall be accepted by the College up to ten (10) working days after the signing of this Agreement, with the actual dues deduction beginning with the salary next after the deadline date so determined. For 1973-1974 dues will then be deducted in five (5) equal amounts.

ARTICLE XVI - PERSONNEL FILES

A. Pre-Employment File

The Dean of Faculty may maintain a pre-employment file which shall contain materials received by the College from persons other than the applicant in connection with the faculty member's application for employment. Access to and utilization of the pre-employment file shall be exclusive to the College Administration and shall not be available to the faculty member or others, unless considered in connection with disciplinary action or his continuance as a faculty member.

B. Personnel File

1. The Dean of Faculty shall maintain an official personnel file.

2. A faculty member while employed shall be given reasonable opportunity to review the contents of his personnel file during regular working hours in the presence of one who normally has custody of the file. A representative of the Association may, with the faculty member's written authorization, accompany said faculty member while he reviews his file. A record shall be placed in the file as to those who have examined the file pursuant to this section.

3. A faculty member may submit for inclusion in his file such material as he deems worthwhile.

4. The faculty member shall be apprised of any derogatory material placed in his file, and shall be invited to reply to same.

C. Administrative Files

Nothing contained in this Article shall limit the College in the maintenance and retention of other records dealing with routine matters including but not limited to payroll and benefits.

D. Other Files

Any file maintained by the Association shall be available for review by the Administration in the presence of one who normally has custody of the file.

ARTICLE XVII - ASSOCIATION RIGHTS, PRIVILEGES AND OBLIGATIONS:

A. Authorized representatives of the Association shall be permitted to transact official Association business relating to Monmouth College Faculty on College property at reasonable times, provided that they do not interfere with or interrupt normal College operations or the duties and responsibilities of the faculty.

B. Upon written request and with at least two weeks notice, the College will make reasonable effort to make available to the Association an appropriate room for Association meetings, so long as the Association use does not interfere with the normal operations of the College. Departmental and other committees of the Faculty should attempt not to hold meetings that will conflict with the single monthly general meeting of the Association normally scheduled for the third Wednesday at 3:15 P.M. in each month of the academic year.

C. Association representatives may use the visitor's parking lot facilities near the Administration Building when on official Association business in said building and only when space is available.

D. The College shall permit the Association to use certain College facilities for purposes of official Association business relating to the Monmouth College Faculty, such as typewriters, duplicating equipment, calculating machines and audio visual equipment at reasonable times and with reasonable notice when such equipment

is not otherwise in use and is available. The Association shall pay all costs in connection with such use including the cost of maintenance, repairs, materials, and supplies, telephone and postage, etc. The Association shall not request the help or assistance of any College clerk or College secretary during normal working hours. The Association President may make reasonable use of his department's secretary, provided she has available time, for the preparation of his official written communications to the College relative to matters arising from and required by this Agreement.

E. The Association may purchase expendable office supplies normally available from the College Bookstore at the price paid at the Bookstore by the departments of the College.

F. The Association may post official Association bulletins and notices relevant to the faculty on designated bulletin boards without seeking prior permission or approval, provided that a copy of such bulletin or notice shall be first served upon the College, i.e., Director of Personnel Services and Academic Vice President.

G. The Association may make reasonable use of existing inter-office mail distribution facilities for communications to the faculty provided such use does not interfere with the College use of such facilities.

H. Whenever an Association representative or a faculty member is mutually scheduled by the College and the Association to participate during his scheduled working hours in negotiations or grievance proceedings, he shall suffer no loss in pay nor be expected to compensate for time spent in such activity.

I. Where it will not interfere with the orderly functioning of the College or the faculty member's department, the schedules of the four senior Association officers and the Chairman of the Grievance Committee will be arranged in an attempt to provide time for such faculty members to engage in Association activities. The designated representatives of the Association shall be made known to the College, i.e., the Dean of Faculty and the Departmental Chairman whose departments are involved, at the beginning of the semester preceding the semester for which considerations in schedules is requested.

ARTICLE XVIII - MANAGEMENT PREROGATIVE

A. The College retains and reserves, without limitations other than as specified expressly in this Agreement, all powers, rights, and authority vested in it and which it possessed prior to the signing of this Agreement.

B. This Agreement shall be construed to repeal, rescind or otherwise modify any rules, regulations or promulgations of the College as they presently exist which are in conflict with the provisions of this Agreement.

This Agreement shall be incorporated by reference in all letters of appointment and acceptance issued to faculty members. All rights, claims, privileges and obligations claimed under this Agreement or under the letters of appointment and acceptance shall be enforceable only through the procedures set forth in the Agreement.

C. This contract contains the full agreement between the parties and no other term or condition of employment shall be the subject of negotiations during the term hereof unless mutually agreed to by the Association and College.

D. The presently constituted agencies within the College or any such agency as may be constituted in the future shall function or continue to function at the College, so long as the actions thereof may not directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement, or the terms and conditions of employment of faculty, or attempt to accomplish that end.

ARTICLE XIX - NO STRIKE CLAUSE

The Association agrees that in connection with labor relations matters they will not threaten, support, authorize, condone or participate in any slow down, strike, picketing, work stoppage, boycott, job action or interference of any kind with College operations during the term of this Agreement. In the event of a breach of this Article, the Association agrees to promptly take all reasonable steps to terminate the activity. In the event of activity in derogation of this Article, the Association will take reasonable steps to terminate such activity.

ARTICLE XX - MISCELLANEOUS

A. Should a court of competent jurisdiction invalidate any part of this Agreement, all other provisions in it shall continue in effect.

B. No faculty member may serve simultaneously as a member of more than one of the following four committees: College Qualifications Committee, the Faculty Appellate Committee, the Association Grievance Committee, or the Educational Policy and Planning Committee.

C. Nothing in this Agreement shall be interpreted as excluding student participation in departmental affairs. The extent of such participation shall be determined by the department faculty concerned unless specified elsewhere in this document.

D. The parties agree that the open exchange of information, ideas, and opinions is essential to the proper functioning of the committees of this Agreement. To that end it is agreed that committee members shall enjoy an immunity from liability for any statements made during committee work and for any reports prepared therefrom, provided the committee member has not acted maliciously, or wantonly and in reckless disregard of the rights of others.

E. For the 1973-1974 year, whenever reference is made to a December 15th notification date, that date shall be replaced by the date mutually agreed upon. (March 8, 1974)

F. Faculty-at-Large

For the purposes of the election and ratification in Article V, Section B.1.a, and the election of Article VIII, Sec. B.5, the electorate consists of members of the bargaining unit plus the department chairmen, but a department chairman may not nominate, second, or serve.

ARTICLE XXI - DURATION OF AGREEMENT

Section 1. This Agreement shall be in effect for the period from April 9, 1974 (date of signing) to June 30, 1976, and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement. Such notice shall be given no later

than March 30, but not earlier than February 1 of the year of expiration or of any yearly extension. Whenever such notice is given by either party, the exact nature of any proposed modification desired must be stated in the notice, and the parties will then enter into negotiations therefor.

Section 2. The Association shall have the right to seek a revision of wages and fringe benefits upon written notice given to the College no later than March 30, 1975 but not earlier than February 1, 1975. In the event of failure by the parties to agree on such revisions prior to June 30, 1975, the provisions of Article XIX, No Strike Clause, shall be inapplicable.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals this ninth day of April 1974.

MONMOUTH COLLEGE	FACULTY ASSOCIATION OF MONMOUTH COLLEGE
BY Richard J. Stonesifer	BY Ronald Warnicke
President	President
Robert D. Rowe	Carol V. Schectman
Robert W. Agee	Donald McGee

BEST COPY AVAILABLE

APPENDIX A - SALARY SCHEDULE

1. For 1973-1974 the base salary for each faculty member in the employ of the College prior to June 1, 1973, shall be increased by seven (7.0) per cent of his 1972-1973 base salary.

2. For 1974-1975 the base salary for each faculty member in the employ of the College prior to June 1, 1974, shall be increased by eight (8.0) per cent of his 1973-1974 base salary.

3. Minimum base salaries shall be as follows:

Instructor	$ 8,000
Assistant Professor without Doctorate	9,000
Assistant Professor with Doctorate	10,000
Associate Professor without Doctorate	12,000
Associate Professor with Doctorate	13,000
Professor	15,000

Since the promotion of a faculty member is normally effective on the first day of a fiscal year, the new base salary of a promoted faculty member shall first be computed as per 1. or 2. above, as appropriate. If the revised salary as computed is below the minimum for the rank to which he has been promoted, the new base salary shall then be the minimum for the higher rank.